

**IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE
PATENT APPLICATION**

**RECEIVED
CENTRAL FAX CENTER
OCT 28 2004**

Applicants: William D. Swart et al.

Case: 12163 (SEDN/12163)

Serial No.: 09/973,081

Examiner: unknown

Filed: 10/10/01

Group Art Unit: 2611

Confirmation #: 5256

Title: **VIDEO AND DIGITAL MULTIMEDIA ACQUISITION AND DELIVERY
SYSTEM AND METHOD**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

CERTIFICATE OF MAILING OR TRANSMISSION
 I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage for first class mail in an envelope addressed to:
 Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, or being facsimile transmitted to the USPTO, on the date indicated below.

*10/28/04**Laura E. Crater*

Laura E. Crater

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

SIR:

STATUS LETTER

Please advise the anticipated date of the first Office Action.

A copy of a previously filed (but not acknowledged) ASSOCIATE POWER OF ATTORNEY/CHANGE OF CORRESPONDENCE ADDRESS is attached. Please mark the records of the PTO to reflect that all correspondence should be sent to CUSTOMER #26,291, MOSER, PATTERSON & SHERIDAN, LLP, 595 Shrewsbury Avenue, Suite 100, Shrewsbury, New Jersey 07702.

Respectfully submitted,

Eamon J. Wall Jr.

Eamon J. Wall, Attorney
Reg. No. 39,414
(732) 530-9404

MOSER, PATTERSON & SHERIDAN, LLP
Attorneys at Law
595 Shrewsbury Avenue, Suite 100
Shrewsbury, NJ 07702

BEST AVAILABLE COPY

ANTICIPATED DATE OF FIRST ACTION _____

RECEIVED
CENTRAL FAX CENTER
OCT 28 2004

PATENT
 Atty. Dkt No. SEDNVOO1SEDN

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
 P.O. Box 1450
 Alexandria, VA 22313-1450

Dear Sir:

CERTIFICATE OF TRANSMISSION UNDER 37 C.F.R. §1.8

I hereby certify that this correspondence is being transmitted by facsimile to the Commissioner for Patents, Box 1450, Alexandria, VA 22313 on 10/28/04, Facsimile No. 703-872-9306

Laura E Crater
 Name of person
 signing this certificate

Laura E Crater, 10/28/04
 Signature and date

10 pages

POWER OF ATTORNEY/CHANGE OF CORRESPONDENCE ADDRESS

Sedna Patent Services, LLC, assignee of the entire right, title and interest in the applications identified in EXHIBIT A attached hereto, hereby revokes all prior Powers of Attorney and appoints the practitioners associated with the Customer Number 26,291, with full power of substitution and revocation, to prosecute the applications listed on EXHIBIT A, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Letters Patents.

Please direct all correspondence to the address associated with Customer Number 26,291.

Please direct all telephone calls to:
 Eamon J. Wall (732) 530-9404

A copy of Patent Assignment executed on September 14, 2004 (which Patent Assignment has been forwarded to the United States Patent & Trademark Office for recordation under separate cover) evidencing Sedna Patent Services, LLC's ownership of the entire right, title and interest in the applications identified in EXHIBIT A is also attached hereto.

Executed this 12 day of October 2004.

William D. McCall

William D. McCall
 Chief Executive Officer
 Sedna Patent Services, LLC

BEST AVAILABLE COPY

PATENT ASSIGNMENT

WHEREAS, DISCOVERY COMMUNICATIONS, INC., a Delaware corporation, with its principal place of business at One Discovery Place, Silver Spring, Maryland 20910 (the "Assignor") is the owner of the inventions, patent applications and patents set forth on Exhibit A hereto (collectively, the "Patents");

WHEREAS, SEDNA PATENT SERVICES, LLC, a Delaware limited liability company with a principal place of business at 1500 Market Street, 27th Floor, West Tower, Philadelphia, PA 19102 (the "Assignee") desires to acquire jointly the entire right, title and interest of Assignor in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, convey, deliver and set over to Assignee any and all interest that Assignor may own or claim to own in the inventions, patent applications and patents aforesaid comprising the Patents, for the United States and all foreign countries, and any reissue or reissues of said Patents already granted and which may be granted on said applications, and any divisional, continuation and continuation-in-part applications claiming priority from the aforesaid applications, together with all additions thereto, substitutions therefor and modifications thereof, or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Patents are or may be granted or reissued as fully and entirely as the same would have been enjoyed by Assignor if this assignment, sale and transfer had not been made; together with all claims for damages by reason of past infringement of said Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives;

AND, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign jurisdiction whose duty it is to issue patents on applications as described above, to issue any and all letters patents of the United States or such foreign jurisdiction on said inventions or resulting from said applications or any divisional, continuation, continuation-in-part and reissue applications thereof to Assignee of the entire interest therein, and hereby covenants that it has full right to convey its entire interest as herein assigned, and that it has not executed any agreement inconsistent herewith and will not execute any agreement inconsistent herewith without Assignee's consent; and Assignor hereby execute any agreement inconsistent herewith without Assignee's consent; and Assignor hereby further covenants and agrees that it shall, without any additional consideration, communicate with Assignee and its successors and assigns, any facts known to it respecting the inventions, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title of the aforesaid inventions, patent applications and patents comprising the Patents in Assignee, its successors and

assigns, execute all divisional, continuation, continuation-in-part and reissue applications, make all rightful oaths and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to prosecute, obtain and enforce proper patent protection for the Patents and related inventions in the United States and any foreign jurisdiction, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

Agreed this 14th day of September, 2004.

DISCOVERY COMMUNICATIONS, INC.

By:



Name: Mark Hollinger

Title: Senior Executive Vice President
Corporate Operations/General Counsel

SEDNA PATENT SERVICES, LLC

By:



Name: William D. McCall

Title: Chief Executive Officer

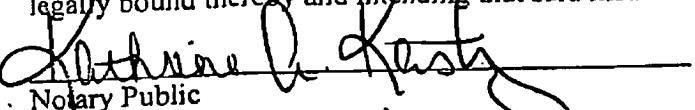
STATE OF MARYLAND)

)

COUNTY OF MONTGOMERY)

)

Before me, a notary public, in and for the state and county aforesaid, on this 14th day of September, 2004, personally appeared Mark Hollinger, who being to me personally known, and who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as their free deed and act, signed, sealed and delivered by them for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.


Notary Public

My commission expires: 7/3/05

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

Before me, a notary public, in and for the state and county aforesaid, on this 14th day
of September, 2004, personally appeared William D. McCall, who being to me
personally known, and who having first executed the foregoing instrument in my presence and
having been by me first duly sworn, did acknowledge the foregoing instrument as their free deed
and act, signed, sealed and delivered by them for the purpose therein stated and intending to be
legally bound thereby and intending that said instrument be recorded.

Kathleen A. Kester
Notary Public

My commission expires: 7/3/05

**This Page is Inserted by IFW Indexing and Scanning
Operations and is not part of the Official Record**

BEST AVAILABLE IMAGES

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images include but are not limited to the items checked:

- BLACK BORDERS**
- IMAGE CUT OFF AT TOP, BOTTOM OR SIDES**
- FADED TEXT OR DRAWING**
- BLURRED OR ILLEGIBLE TEXT OR DRAWING**
- SKEWED/SLANTED IMAGES**
- COLOR OR BLACK AND WHITE PHOTOGRAPHS**
- GRAY SCALE DOCUMENTS**
- LINES OR MARKS ON ORIGINAL DOCUMENT**
- REFERENCE(S) OR EXHIBIT(S) SUBMITTED ARE POOR QUALITY**
- OTHER:** _____

IMAGES ARE BEST AVAILABLE COPY.

As rescanning these documents will not correct the image problems checked, please do not report these problems to the IFW Image Problem Mailbox.